

## REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., October 29, 2015, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

### REBID MIOX SALT (TABLE SALT GRADE)

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: 1700 N. GRAND AVE LAS VEGAS NM 87701

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of : 1700 N. GRAND AVE LAS VEGAS NM 87701

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: MIOX SALT, Opening No. 2016- 19 ; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the **City Clerk** by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,

  
ELMER J. MARTINEZ, CITY MANAGER

  
CASANDRA FRESQUEZ, CITY CLERK

  
ANN M. GALLEGOS, FINANCE DIRECTOR

  
JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2016- 19

Date Issued: Oct 19, 2015

Date Issued: Published:

Albuquerque Journal Oct 15, 2015

Las Vegas Optic Oct 16, 2015

City website: [www.lasvegasnm.gov](http://www.lasvegasnm.gov)

## STANDARD BID CLAUSES

### AWARDED BID

Awarding of Bid shall be made to the responsible Bidder whose Bid meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any of all Bid specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the bid, to those bidding in law enforcement related services. The City Reserves the right to award the bid to the most advantageous Bidder to the City.

### TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before 2:00pm, October 29, 2015 at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for NOVEMBER, 2015. The successful Bidder will be notified by mail.

### ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

### BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

### NON-COLLUSION

In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition, in the connection with the submitted bid.

### RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see their bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled opening date and time set, bid this delayed will not be considered.

### CLARIFICATION OF BID

Bidder requiring clarification or interpretation of Bid specifications shall make a written request to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Any interpretation, corrections or changes of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, Corrections or changes of said bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

### MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled bid opening time in order to be considered. After bid opening, no price modifications of submitted bids or other provisions shall be permitted.

### WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact, after bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled awarding date.

### INSPECTION

Final inspection and acceptance will be made at the City's destination. Products rejected for nonconformance with the specifications shall be removed by the Bidder; at his/her risk and expense promptly after notice of rejection.

### FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership then they shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_

### NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5, N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NO. (CRS): \_\_\_\_\_

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of 2006.

### COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. Also a receipt of a notice by the City's Engineer the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

### SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid documents.

### DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

### BID PROTESTS

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least twelve (12) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

### NON-EXCLUSION

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT" Bidder must be prepared to furnish complete data upon request, preferably with the bid to avoid awarding delay.

### CONTRACT

When the City issues a Purchase Order in response to an awarded Bid a binding contract is created (unless a specified contract has been created).

### TERMINATION

This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the date of termination. Notice of termination of this Price Agreement shall not affect any outstanding orders.

### TAXES

Bidder must pay all applicable taxes.

### NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts in the City of Las Vegas.

**BIDDER INFORMATION**

BIDDER: \_\_\_\_\_

AUTHORIZED AGENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER (\_\_\_\_) \_\_\_\_\_

FAX NUMBER (\_\_\_\_) \_\_\_\_\_

DELIVERY: \_\_\_\_\_

STATE PURCHASING RESIDENT CERTIFICATION NO.: \_\_\_\_\_

NEW MEXICO CONTRACTORS LICENSE NO.: \_\_\_\_\_

BID ITEM (S): REBID MIOX SALT (TABLE SALT GRADE)

ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHINICAL IRREGULARITY IN THE FORM OF THE BID.

**AFFIDAVIT FOR FILING WITH COMPETITIVE BID**

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ }

I \_\_\_\_\_, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

(SEAL)

\_\_\_\_\_  
Notary Public Signature

My Commission Expires: \_\_\_\_\_

CITY OF LAS VEGAS  
BID FORM

BID ITEM (S): MIOX SALT

A.	_____	\$	_____
B.	_____	\$	_____
C.	_____	\$	_____
D.	_____	\$	_____
E.	_____	\$	_____
F.	_____	\$	_____
G.	_____	\$	_____
F.	_____	\$	_____
G.	_____	\$	_____
H.	_____	\$	_____
I.	_____	\$	_____
J.	_____	\$	_____
K.	_____	\$	_____
L.	_____	\$	_____
M.	_____	\$	_____
N.	_____	\$	_____
O.	_____	\$	_____
P.	_____	\$	_____
Q.	_____	\$	_____
R.	_____	\$	_____
S.	_____	\$	_____
	TOTAL	\$	_____

The City of Las Vegas Water Department is requesting sealed bids from qualified vendors for the purchase of salt to be used in the City's mixed oxidant make-up and feed system installed at its Water Treatment Plant. This system produces mixed oxidants from the electrolysis sodium chloride brine. Purity requirements for salt purchased under this procurement are as follows:

<b>SALT CONTENT:</b> Minimum NaCl content	$\geq 99.5\%$
Maximum Calcium content	$\leq 0.03\%$
Maximum Magnesium content	$\leq 0.02\%$

**ALLOWED ADDITIVES:** Sodium Hexametaphosphate (SHMP)

**PROHIBITED ADDITIVES:** Phosphoric acid and related rust inhibitors, anti-caking agents, detergents, citric acid, and or Yellow Prussiate of Soda (YPS).

Bidders shall include a certified copy of the most current chemical assay for the salt product on which their bid is based with their bid. This assay shall have been performed within twelve (12) months of the date of advertisement for this procurement.

**GENERAL REQUIREMENTS:**

1. Bid prices to remain firm for a period of one (1) year after date of bid awardment.
2. Salt shipments to be F.O.B., City of Las Vegas Water Filter Plant, Las Vegas, New Mexico 87701. Deliveries to be in palletted 50 lb. sacks. Individual purchases and deliveries to be 10 to 20 tons.
3. Successful bidder to give (1) one week notice to the City of Las Vegas Water Department prior to delivery.
4. Successful bidder agrees to make deliveries within (2) two weeks of notice.

**NOTE:** The City of Las Vegas Water Department expects to purchase between 40 to 60 tons of salt, as specified, over the course of the year. The City, however reserves the right to adjust the quantity purchased to that which is actually needed for its Water Treatment Plant Operations.





#### Technical Information

## **Diamond Crystal® Pellets With Softener Care Additive**

### DESCRIPTION:

Diamond Crystal® Pellets with Softener Care Additive are compacted, pillow-shaped briquettes of sodium chloride which has been manufactured under stringent process control procedures by vacuum evaporation of raw, unbrined brine. The salt is obtained from underground deposits by deep well solution mining.

### COMPLIANCE:

Diamond Crystal® Pellets with Softener Care Additive are approved for direct use in regenerating water softener ion-exchange resins by both the Food & Drug Administration and the U.S. Department of Agriculture, and meets the AWWA Standard for Sodium Chloride 8200. It is also certified to ANSI/NSF Standard 60.

### ADDITIVES:

Diamond Crystal® Pellets with Softener Care Additive contain Sodium Hexametaphosphate (SHMP), which improves the product's resistance to caking and bridging (U.S. Patent No. 4,992,308). Sodium Hexametaphosphate is GRAS (generally recognized as safe) by the Food & Drug Administration.

### APPLICATIONS:

Diamond Crystal® Pellets with Softener Care Additive are intended for use in regenerating ion-exchange resins in both household and commercial water softeners, and can be utilized effectively in all types of water softening units. Under normal use, the specific use, shape, and density of this product resists caking, bridging and clumping to provide excellent performance and brine formation. The product is virtually 100% water soluble. This eliminates messy tank cleaning, providing efficient operation of the water softening unit.

### PACKAGING AND STORAGE:

Diamond Crystal® Pellets with Softener Care Additive are available only in 40lb., 50lb. and 80lb. polyethylene bags for added moisture protection. To improve caking resistance, the product should be stored in a dry, covered area at humidity below 75%.

### METHODS OF ANALYSIS:

Methods of analysis are taken from ASTM E 534-98, AWWA 8200-98 and Cargill.

### OTHER PROPERTIES:

Diamond Crystal® Pellets with Softener Care Additive contain no known allergens, and exhibit virtually no microbiological activity.

### CHEMICAL ANALYSIS:

Component	Units	Typical	Specification
Sodium Chloride (dry) <sup>1</sup>	%	99.90	99.80 min.
Calcium & Magnesium (as Ca)	%	0.03	-
Sulfate (as SO <sub>4</sub> )	%	0.04	-
Surface Moisture <sup>2</sup>	%	0.03	0.1 max.
Copper (as Cu)	ppm	-	0.5 max.
Iron (as free Fe)	ppm	-	2.0 max.
Heavy Metals (as Pb)	ppm	<1.0	2.0 max.
Water Insolubles	ppm	5	100 max.

<sup>1</sup>By difference of impurities.

<sup>2</sup>110°C for 2 hours

### SIEVE ANALYSIS:

U.S. Mesh	Opening Inches	Opening Microns	Typical	Specification
1/2	0.750	6350	97	95 min.
20	-	-	3	5 max.

Note: Sieve analysis is reported as percent retained.



Certified to  
ANSI/NSF 60

PRODUCING LOCATION: HUTCHINSON, KS

No. 3402 Revised September 2002

### CARGILL SALT

P.O. Box 5611

Minneapolis, MN 55440

1-888-385-7258

NOTICE: All of the above statements, recommendations, suggestions and data are based on our laboratory results, and we believe them to be reliable. Nevertheless, with the exception of data showing an express guaranty (such as in the case of products specifically designed for use as nutrient supplements), all such statements, recommendations, suggestions and data heretofore presented are made without guaranty, warranty or responsibility of any kind on our part.

# Material Safety Data Sheet

Provided by:

DPC Industries, Inc.  
DPC Enterprises  
DXI Industries, Inc.

DX Distributors, Inc.  
DX Systems Company  
DX Terminals

PO Box 24600  
Houston, Tx 77229-4600  
281-457-4888  
www.digroup.com

## SECTION 1 - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Name: SODIUM CHLORIDE  
Synonyms: SALT, FLOUR SALT  
Chemical Name: SODIUM CHLORIDE

Emergency phone: 281-457-4888  
Chemtrec: 800-424-9300

Date of Issue: 01/09/01  
Revised Date: N/A

## SECTION 2 - COMPOSITION/INFORMATION ON INGREDIENTS

COMPONENTS	PERCENT	CAS NO.
SODIUM CHLORIDE	>98%	7517-14-5

## SECTION 3 - HAZARDS IDENTIFICATION

### Potential Health Effects

ACGIH - TLV: NOT ESTABLISHED

Eye Contact: CONTACT MAY CAUSE EYE IRRITATION

Skin Contact: FREQUENT OR PROLONGED CONTACT MAY IRRITATE THE SKIN AND CAUSE A SKIN RASH (DERMATITIS).

Ingestion: MAY CAUSE DIGESTIVE TRACT IRRITATION WITH SYMPTOMS INCLUDING NAUSEA, DIARRHEA, VOMITING, AND ABDOMINAL PAIN

Inhalation: MODERATELY IRRITATING TO RESPIRATORY TRACT

Carcinogenicity: NTP NO IARC NO OSHA NO

## SECTION 4 - FIRST AID PROCEDURES

Eye Contact: IMMEDIATELY REMOVE CONTAMINATED CLOTHING OR SHOES. WIPE EXCESS FROM SKIN AND FLUSH WITH PLENTY OF WATER FOR AT LEAST 15 MINUTES. USE SOAP IF AVAILABLE OR FOLLOW BY WASHING WITH SOAP AND WATER. DO NOT REUSE CLOTHING UNTIL THOROUGHLY CLEANED. GET MEDICAL ATTENTION

Skin Contact: IMMEDIATELY REMOVE CONTAMINATED CLOTHING OR SHOES. WIPE EXCESS FROM SKIN AND FLUSH WITH PLENTY OF WATER FOR AT LEAST 15 MINUTES. USE SOAP IF AVAILABLE OR FOLLOW BY WASHING WITH SOAP AND WATER. DO NOT REUSE CLOTHING UNTIL THOROUGHLY CLEANED. GET MEDICAL ATTENTION

Inhalation: REMOVE VICTIM TO FRESH AIR AND PROVIDE OXYGEN IF BREATHING IS DIFFICULT. GIVE ARTIFICIAL RESPIRATION IF NOT BREATHING. GET MEDICAL ATTENTION

Ingestion: DO NOT INDUCE VOMITING. RINSE MOUTH WITH WATER. IF CONSCIOUS, GIVE LARGE QUANTITIES OF WATER OR MILK AND GET IMMEDIATE MEDICAL ATTENTION. NEVER GIVE ANYTHING BY MOUTH TO AN UNCONSCIOUS PERSON.

### SECTION 5 - FIRE FIGHTING MEASURES

Flash Point	NONFLAMMABLE
Extinguishing Media	USE MEDIA APPROPRIATE FOR SURROUNDING AREA
Special Firefighting Procedures/Precautions	WEAR SELF-CONTAINED BREATHING APPARATUS AND FULL PROTECTIVE GEAR. STAY UPWIND AND KEEP OUT OF LOW AREAS

### SECTION 6 - ACCIDENTAL RELEASE MEASURES

For Spills:	AVOID INHALATION OF DUST. SWEEP UP MATERIAL AND PLACE IN CONTAINERS FOR DISPOSAL. PREVENT MATERIAL FROM ENTERING WATERWAYS OR SEWERS.
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### SECTION 7 - HANDLING AND STORAGE

Keep container tightly closed when not in use. Store in a cool, dry, well-ventilated area away from direct sunlight, heat and incompatible materials. Protect containers from physical damage.

AVOID GENERATION OF DUSTS AND MISTS

### SECTION 8 - EXPOSURE CONTROLS/PERSONAL PROTECTION

Respiratory Protection	USE A NIOSH/MSHA APPROVED RESPIRATOR FOLLOWING MANUFACTURER'S RECOMMENDATIONS
Ventilation	LOCAL AND MECHANICAL RECOMMENDED
Protective Gloves	CHEMICAL IMPERVIOUS GLOVES
Eye/Face Protection	CHEMICAL SAFETY GOGGLES AND/OR FULL-FACE SHIELD
Other Protection	CHEMICAL RESISTANT CLOTHING SUCH AS COVERALLS/AFTERL BOOTS, ETC
Work Practices	USE GOOD PERSONAL HYGIENE PRACTICES. WASH HANDS BEFORE EATING, DRINKING, SMOKING, OR USING TOILET FACILITIES. PROMPTLY REMOVE SOILED CLOTHING AND WASH THOROUGHLY BEFORE REUSE. SHOWER AFTER WORK USING PLENTY OF SOAP AND WATER.

### SECTION 9 - PHYSICAL AND CHEMICAL PROPERTIES

Boiling Point (°F):	2575	Vapor Pressure (mmHg):	1 (@1589 F)
Freezing Point (°F):	NOT APPLICABLE	Vapor Density (Air=1):	NOT APPLICABLE
Solubility (H2O):	SOLUBLE	Specific Gravity (H2O=1):	2.165
pH:	7	Evaporation Rate:	NOT DETERMINED
Appearance/Odor:	COLORLESS OR WHITE CRYSTALS WITH NO APPRECIABLE ODOR		

### SECTION 10 - STABILITY AND REACTIVITY

Chemical Stability:	YES
Incompatible Materials:	WILL REACT WITH STRONG ACIDS AND STRONG OXIDIZING AGENTS.
Decomposition Products:	NONE KNOWN
Hazardous Polymerization:	WILL NOT OCCUR

**SECTION 11 - TOXICITY INFORMATION**

LD50 ORAL (rat) = 3000 mg/kg SKIN (rabbit) = 500 mg/24hr

**SECTION 12 - ECOLOGICAL INFORMATION**

NO DATA AVAILABLE

**SECTION 13 - DISPOSAL CONSIDERATIONS**

DISPOSE OF WASTE MATERIALS ACCORDING TO ALL FEDERAL, STATE AND LOCAL REGULATIONS

**SECTION 14 - TRANSPORT INFORMATION**

USA DOT Shipping Name: NOT REGULATED

Hazard Class:

UN/NA Number:

Packing Group:

Subsidiary Hazard

Marine Pollutant: (b)

**SECTION 15 - REGULATORY INFORMATION**

CERCLA RQ (lbs): NOT APPLICABLE

SARA Title III Section 312:

☒ Acute ☐ Chronic ☐ Flammable ☐ Sudden Release of Pressure ☐ Reactive

SARA Title III Section 313: (b)

SARA Extremely Hazardous Substance: (b)

**HMIS HAZARD RATING**

Health: 1

Fire: 0

Reactivity: 0

0 - Least

1 - Slight

2 - Moderate

3 - High

4 - Extreme

**SECTION 16 - OTHER INFORMATION**

EPA Pesticide Registration Number:

NOT APPLICABLE

NSF Maximum Use Level for Potable Water (Standard 60):

NOT APPLICABLE

TSCA (Toxic Substance Control Act), 40 CFR 710:

Sources of the raw materials used in this mixture assure that all chemical ingredients present are in compliance with Section 8(b) Chemical Substance Inventory, or are otherwise in compliance with TSCA.

**DISCLAIMER**

THE DATA PRESENTED IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF; HOWEVER, NEITHER SELLER NOR PREPARER MAKES ANY WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE INFORMATION PRESENTED. THE USER IS CAUTIONED TO PERFORM HIS OWN HAZARD EVALUATION AND TO RELY UPON HIS OWN DETERMINATIONS.

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed

proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(The above fields are unlimited in size) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

-OR-

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)